

LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard

Monterey Park, California 91754-2169



February 3, 2009

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration Los Angeles, California 90012

Dear Supervisors:

# APPROVE AN AGREEMENT WITH WADDELL MEDIA REGARDING A TELEVISION DOCUMENTARY SERIES (ALL DISTRICTS) (3 VOTES)

### **SUBJECT**

Waddell Media (Producer) seeks to develop and produce a documentary, non-scripted, half-hour episode television series (Series) for TRU TV network focusing on law enforcement related technology advancements being explored by the Los Angeles County Sheriff's Department (Department). Your Board approved a similar agreement with this Producer on November 6, 2007. That agreement was for a single one-hour program which has since expired.

### IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board of Supervisors to sign an Access and License Agreement (Agreement) authorizing Producer to develop and produce a Series regarding the Department's Technology Exploration Unit (Unit).

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Series titled "Tech Force USA" will be produced by the Producer for TRU TV Network. The Producer intends to film the activities of the Unit and show practical demonstrations of the various applications of such technology, such as long-range sound projection, long-range listening, and crowd control or manipulation. The Producer will also use the Department's intellectual property in the program, such as the star, the uniform patch, "A Tradition of Service" slogan, and the name, "Los Angeles County Sheriff's Department."

A Tradition of Service

This Agreement provides benefits for the County, including compensation, and the ability to control the use of the Department's intellectual property. This Agreement will ensure that the intellectual property retains its integrity and strength. The Series will showcase important work performed by the Department.

# Implementation of Strategic Plan Goals

Approval of the proposed Agreement supports the Los Angeles County Strategic Plan, Goal 4, Fiscal Responsibility, by strengthening the County's fiscal capacity, managing the resources we have effectively, and increasing public-private partnerships.

### FISCAL IMPACT/FINANCING

The Agreement provides the following economic terms:

Option and Series Fees: The Producer has an initial option period of six months. If the Producer elects to exercise its option to license the rights and obtain the access set forth in the agreement, the Producer will pay the County five percent of the License Fee herein. The License Fee shall be at a minimum \$7,500 per episode.

Back-end Participation: The County shall be entitled to receive 10 percent of 100 percent of Producer's back-end participation in the Series.

Clearance Expenses: Legal fees incurred by the County's outside counsel in connection with review of the Series will be included as a line item in the budget for the Series. Such fees shall be payable by the Producer to the County up to \$10,000.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Significant legal terms of the Agreement include the following:

<u>Rights</u>: The County will grant the Producer a non-exclusive license to film and record certain property, intellectual property, and/or trademarks owned/controlled by the County for use in the Series.

The County will provide access to Department personnel for the purpose of filming and recording a Series depicting the activities of the men and women of the Department at the Unit, Aero Bureau, and other specialized units of the Department. The County will also provide access to specific training classes and exercises, and the Producer may simulate a mob scene with the Department.

No custody operations shall be included, and the Department's techniques shall not be filmed or depicted with any detail that would give away sensitive or vital law enforcement techniques. The television rights, which will be granted to the Producer, includes the right to exhibit the series on free, pay, or subscription television. The grant of rights specifically prohibits any merchandising rights in the property. In the event any person employed by the Producer pursuant to the Agreement is a member of any union or entertainment guild, the Producer agrees to become a signatory to the union or guild and comply with the provisions of the applicable bargaining agreement for purposes of producing the Series.

Security Controls: All access to the Department's personnel, facilities, and investigations are subject to prior approval and sole and absolute discretion of the Department. The Department will allow the Producer to observe Department employees performing their usual duties (subject to the employee's consent and execution of appropriate releases), provided that recording does not interfere, whatsoever, with the performance of the duties of Department personnel. The Producer is required to comply with instructions of Department personnel. The Department has the right to prohibit any employee or agent of the Producer from filming or participating in the production and limit the number of employees. The Producer also agrees not to air or distribute any of the film until any associated criminal case has been completed or identification of criminals and officers are blurred, unless the Producer receives prior written permission from the District Attorney's Office.

<u>Privacy Controls</u>: The Producer is solely responsible for and must obtain consent, release, and permission from all non-County employees to be interviewed, utilized, or portrayed in the production, and agree that County employees will not be involved in obtaining any form of consent from non-County employees. The Producer indemnifies the County against all expenses related to any claims related to failure to obtain such releases.

The Producer is prohibited from accompanying, or requesting to accompany deputies into areas that are not accessible to the public, including areas where deputies gain access by virtue of their authority as peace officers, including homes, ambulances, private businesses, or private dwellings. Violation of this prohibition is cause for immediate termination of the contract.

<u>Creative Controls</u>: The Department will be provided with copies of videotapes of the program at least 15 days before the program is scheduled to broadcast. The County will have the sole discretion to require the Producer to edit, revise, or eliminate

sensitive, privileged, and confidential information, and information which may increase the risk of liability to the County or may be in violation of any law or violate any individual's or County employee's rights. The Department will have the sole discretion to require the Producer to edit, revise, or delete any scenes, which the County determines inaccurately depicts the Department or its employees. The Producer agrees not to derogatorily depict the County, the Department, or their employees, officers, and agents. In order to preserve the strength of the intellectual property and prevent its denigration or tarnishment, the Producer will use the intellectual property in accordance with the Department's guidelines.

Cost Controls: The Producer will create, develop, and film the program at no cost to the County. If any costs (i.e., use of County facility) are incurred by the County, including costs of consumables, the Producer will pay the County the appropriate fees. Except as indicated above with regard to depiction of a mob scene, the Producer is prohibited from requiring or requesting Department employees from performing any reconstructed scene. However, off-duty Department employees may provide verbal descriptions of the scenes subject to appropriate releases. Any technical or factual advice provided to the Producer by Department employees, except where provided as a subject of the film, must be done on personal time. A technical and factual advisor will be assigned with regard to use of the Department's property (i.e., badge, logos). The Department's technical advisor is an existing deputy position stationed at Sheriff's Headquarter's Bureau, assigned to the Film and Media Section, who is responsible for overseeing all ongoing Department film and media projects.

# **CONTRACTING PROCESS**

As the proposed Agreement does not constitute a contract for services or involve the purchase of goods or commodities, the customary Board-mandated provisions required in such an agreement are not necessary in this instance.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will have no direct or significant impact on current services. The Series will be developed and made at no cost to the County. Successful television programming is anticipated to have a positive impact on the morale of County employees, particularly those in the Department, and may positively affect the Department's ongoing recruitment efforts.

# CONCLUSION

Upon approval and execution of this Agreement by your Board, please return an adopted copy of this action and two originally executed copies of the Agreement to the Department's, Legal Advisory Unit, for further processing.

Sincerely,

LEROY D. BACA

SHERIFF

# ACCESS AND LICENSE AGREEMENT

This Agreement is entered into upon the following set of facts:

### **RECITALS**

- 1. The Los Angeles County Sheriff's Department ("LASD"), maintains one of the largest, most sophisticated and highly-regarded law enforcement agencies in the world.
- 2. Producer is interested in developing and producing a documentary, non-scripted half hour (1/2) television series currently entitled "Tech Force USA" ("Series") for exhibition in the United States on TRU TV or such other network that enters into an agreement with Producer for the exhibition of the Series ("Broadcaster"). The Series shall feature the LASD's Technology Exploration Unit ("Unit") and demonstrate in so far as is reasonably possible that the LASD is at the cutting edge of technology for law enforcement and to unveil the very latest in high tech spy surveillance equipment, sophisticated air and ground vehicles, smart weapons, body armour and micro-gadgets all of which save lives. Producer intends to show practical demonstrations of the various applications of such technology such as long range sound projection, long range listening, and crowd control or manipulation. A copy of the treatment for the Series is attached to this Agreement as Exhibit E and incorporated herein by this reference. The initial television episode ("Episode") and any additional Episodes shall be collectively referred to as the "Series."
- 3. In order to develop and produce the Series, Producer is seeking (i) access (the "Access Rights") on a non-exclusive basis to the Unit as more specifically set forth in Paragraph 4(b) below and (ii) a non-exclusive license ("License") to film and record certain property, intellectual property and trademarks owned and/or controlled by the County as more specifically set forth in Exhibit A attached to this Agreement and incorporated into this Agreement by this reference (collectively the "Property") for use in the Series only. The Access Rights and the License are sometimes referred to

collectively in this Agreement as the "Rights." For the avoidance of doubt, the County grants no merchandising rights in the Property.

- 4. County has developed and created rights in the Property and has secured copyright, trademark and service mark registrations in the United States for some of the items listed as Property on Exhibit A. Exhibit A is not an exhaustive list of all property, intellectual property and/or trademarks owned and/or controlled by the County. County has and will continue to police, monitor, and regulate the use of its Property to retain the integrity and strength of its Property and to ensure the favorable and positive identification of the Property and County and the LASD, whether or not such Property has been registered.
- 5. County believes that a high quality television production such as contemplated by Producer under this Agreement can serve to further enhance its image and to promote the LASD's core values (hereinafter referred to as the "Core Values") which are attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference.
- 6. Producer believes it would be to its advantage to facilitate the production of a high quality, credible television Series portraying the LASD.
- 7. County would like to grant Access Rights and the License to the Property to Producer on a non-exclusive basis in exchange for compensation and the other promises contained in this Agreement; and

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

# 1. OPTION/ TERM OF LICENSE/ EXERCISE OF OPTION

(a) In consideration of the Producer developing the Series which shall depict the LASD Technology Exploration Unit, County grants to Producer the option ("Option") to license the Rights on a non-exclusive basis on a non-exclusive basis for use in the development, production, exhibition, marketing and advertising of an initial season ("Season One") of the Series, as defined below, in all media now known or later created, including but not limited to, exhibition on free, pay and/or cable television (but specifically excluding theatrical exhibition) and promotion of the Series in all media. The Option shall commence on the date above and continuing thereafter for a period of six (6) months ("Option Period") after the County of Los Angeles Board of Supervisors approves this Agreement, if ever. Season One of the Series shall be deemed to have commenced on the first day of principal photography of the pilot/presentation and/or first episode of the Series and shall be deemed to end upon the earlier of (i) one year from the commencement of principal photography of the first Episode of Season One or (ii) the delivery to the Broadcaster of the twenty-second Episode of the Series.

The Option will be extended automatically for up to sixty (60) days during any period during which Producer is in substantial negotiations with a third party for the television license of the series ("License Agreement") and/or to document the License Agreement. Prior to the expiration of the Option Period, Producer will provide the County with written notice of any pending negotiations with a third party for a License Agreement.

- (b) Prior to the expiration of the Option Period, Producer may elect, in its sole discretion to exercise the Option for Season One of the Series upon written notice to the County and by payment to County of the amounts set forth in paragraph 2 below. At such time, Producer shall provide County with written notice of the production schedule for the Series.
- (c) In the event Producer and/or Broadcaster wish to produce and exhibit a second season or any subsequent season of the Series thereafter, Producer shall provide written notice to County no later than ninety (90) days prior to the proposed date for commencement of principal photography of such subsequent season. Thereafter, the LASD shall submit the Producer's and/or Broadcaster's request to the Board of Supervisors for its approval, in its sole discretion. If the Board of Supervisors approves the development and production of one or more subsequent seasons of the Series, the terms and conditions of this Agreement shall apply to such subsequent season of the Series.
- (d) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license the Rights. Notwithstanding anything contained in this Agreement, County, in its sole and exclusive discretion, may grant rights and additional licenses of any type to any other group, corporation, business, person, or organization, including but not limited to, non-profit organizations, in the Rights.
- (e) All rights not specifically and clearly granted in this Agreement by County are reserved by County.

# 2. <u>SERIES FEES/PROFIT PARTICIPATION/CLEARANCE EXPENSE</u>

(a) <u>Series Fees</u>: On or before the expiration of the Option, but in no event later than commencement of principal photography of the first episode or pilot of Season One of the Series, Producer, in its sole discretion, may elect to exercise the Option by payment to County in an amount equal to Five Percent (5%) of the License Fee set forth in the License Agreement, Producer receives and/or is entitled to for the production of any and all Episodes based upon the LASD and/or the Access Rights and/or Property with a floor ("Floor") of Seven Thousand Five Hundred Dollars (\$7,500) per Episode provided that the Floor shall not apply to fees in connection with the presentation. Such payment to be made no later than five (5) days after Producer's receipt of the license fee for any episode. Within ten (10) days of execution of the

License Agreement between Producer and the Broadcaster, Producer shall submit documentation evidencing the license fee payable to Producer pursuant to the License Agreement.

- (b) <u>County's Clearance Expenses</u>: Producer shall pay for any and all reasonable documented verifiable fees incurred by the County's outside legal in connection with the review of the Series as specified in Paragraph 4. Producer will include such fees as a line item in the budget for the Series.
- (c) <u>Backend Participation</u>: County shall be entitled to receive an amount equal Ten Percent (10%) of One Hundred Percent (100%) of Producer's backend participation in the Series ("County Backend Participation), which shall include exploitation of the Series from any and all sources in the universe in perpetuity, including but not limited to, exhibition of the Series in all ancillary markets, including DVD and/or video sales. The County Backend Participation definition accorded County shall be no less favorable than that accorded any other participant, including but not limited to, defined, calculated and accounted for on a favored nations basis with the Producer. County shall have customary audit rights and shall be provided with quarterly written statements with respect to the County Backend Participation. Upon request, Producer shall supply County with any and all distribution and/or sales agreements relating to the Series.

# 3. ATTORNEYS' FEES AND COSTS:

Producer agrees to reimburse County for its documented verifiable legal costs and fees incurred in the negotiation and/or preparation of this Agreement provided that such costs and fees shall not exceed Ten Thousand Dollars (\$10,000). Such fees and costs shall be payable upon commencement of the negotiation of this Agreement. Additionally, Producer agreed to reimburse County for its documented certifiable legal costs and fees incurred by County in connection with (i) its submission and attempt to obtain approval from the Board of Supervisors for all subsequent seasons of the Series beyond Season One. Such fees will be capped at Two Thousand Dollars (\$2,000) per subsequent season of the Series.

# 4. THE SERIES: ACCESS RIGHTS/LICENSE IN PROPERTY/APPROVALS/CONTROLS

# (a) Access Rights:

(i) In exchange for the consideration and other promises set forth in this Agreement, County agrees to grant "Access Rights" on a non-exclusive basis to Producer to the LASD, the "Access Rights" are defined as access to:

- (1) Permission to film at the Aero Bureau of the LASD and to accompany LASD personnel and film LASD personnel operations in either LASD helicopters and/or civilian helicopters.
  - (2) Permission to film LASD personnel and facilities of the Unit. Access to LASD personnel shall include interviews of LASD personnel subject to their individual prior written approvals and availability, as well as other sworn and professional staff. Access to LASD facilities shall include training facilities and inner office areas subject to the restrictions set forth in this Agreement.
- (3) Permission to film the following training classes and/or exercises:

  Tactical Response Force training classes, taser training, Aero Bureau training, training relate to MAD devices, SWAT team training and LASD weapon training to be coordinated with the Tactics and Survival Unit of the LASD, provided that filming of training of exercises will not be detailed enough as to give away vital LASD techniques (in so far as is reasonably possible).
- (4) Permission to film at the LASD's Intelligent Optical Systems Laboratory.
- (5) Right to simulate a mob scene with LASD provided LASD techniques would not be depicted with any detail so as not to give away vital LASD techniques(in so far as is reasonably possible).
- (ii) All access granted to training classes of the LASD shall be subject to LASD's approval of the dates and times for filming of LASD training sessions. Producer shall be required to pay for and/or reimburse the LASD for any consumable (e.g., explosives) used during the training sessions filmed by Producer.
- (iii) Unless otherwise previously approved by the LASD in writing, Producer will not be permitted to film and LASD will not agree to grant access to the LASD's facilities and/or personnel for the purpose of filming reconstructed scenes. Notwithstanding anything contained in this Agreement to the contrary, off-duty LASD offers may provide verbal descriptions of the scenes subject to Producer obtaining the appropriate releases as set forth in this Agreement. All filming and recording will be done as LASD personnel are performing their usual and customary duties, responsibilities and training; Producer accepts and acknowledges that it may not,

during the course of production of the Series, put the LASD and/or the County to any expense that would not ordinarily occur in the normal operations of the LASD.

- (iv) Unless otherwise set forth in this Agreement and/or approved in writing by the LASD, Producer's employees, agents and independent contractors, including but not limited to, Producer's camera crew which accompany LASD officers and personnel for the purposes of filming the Series, are prohibited from accompanying such deputies and/or requesting permission to accompany such persons into areas that are not accessible to the public, including but not limited to, areas wherein LASD deputies gain access due to their authority as peace officers, including but not limited to, homes, ambulances, private businesses and private dwellings. Producer's breach of this paragraph shall constitute a material breach of this Agreement and County may elect, in its sole discretion, to immediately terminate this Agreement based upon such material breach.
- (v) LASD shall provide Producer with introductions to and/or non-confidential contact details of persons involved with the Unit for the purpose of arranging and recording material and conducting interviews to be included in the Series, including but not limited to, permission on behalf of the LASD to interview personnel employed by LASD, subject to Producer obtaining all necessary releases for such persons, in a form approved by the County, in its sole discretion. In order to establish an efficient line of communication between the LASD staff and the Producer's production staff working on site from time to time, the LASD will designate appropriate LASD employees through whom all questions, requests for assistance and all other communications must be made, including requests for filming, interviewing personnel and other scheduling matters. Producer is only authorized to film the Unit and shall be prohibited from filming and/or interviewing LASD personnel in any other department and/or division of the LASD without the prior written approval of County counsel for the LASD.

# (b) <u>License In Property</u>:

(i) Notwithstanding any other provision of this Agreement, Producer may film and record the Property for use in the Series and related promotion only. Producer may use the Property only in cases where the Property is filmed and/or recorded incidental to and for inclusion in the Series. For example, Producer may film a scene which depicts the LASD's logo and/or star on County vehicles but Producer may not place a LASD logo and/or reconstruct a scene in order to obtain footage of Property owned/controlled by the County. Producer may not create, manufacture and/or sell any merchandise utilizing and/or based on the Property.

# (c) <u>Approvals/Controls</u>:

(i) Producer shall be solely responsible for and shall obtain the written consent, release and permission from all persons, including but not limited to, County

employees to be interviewed, utilized, portrayed or otherwise participate in the Series. Any authorization/consent obtained from a person being filmed and/or recorded by Producer is solely an agreement between such person and Producer. County personnel shall not be involved in obtaining any form of consent on behalf of Producer and shall conduct only tasks directly related to his/her normal law enforcement duties and/or training. Producer hereby indemnifies the County from and against all claims asserted against the County and/or the LASD and expenses relating to such claims, including without limitation, reasonable attorneys' fees, arising from any failure by Producer to so obtain such necessary releases, permissions and consent. Producer shall provide County with copies of all consents/releases obtained by Producer pursuant to this Agreement prior to commencement of principal photography of each Episode of the Series. Additionally, within five (5) days of the conclusion of principal photography for each applicable season, Producer will provide the LASD with two (2) copies of all releases and agreements pertaining to the Series, including but not limited to, location releases, personal releases from LASD personnel and/or third parties.

- (ii) Producer accepts and acknowledges that in order to protect the integrity of LASD's work and to maintain the safety of LASD personnel, the public and Producer's personnel; Producer will comply with all instructions of the LASD, the County and/or its personnel.
- (iii) At the County's and/or the Board of Supervisor's request which may be made at any time, Producer and the Broadcaster agree to eliminate sensitive, privileged and/or confidential information and/or footage and/or recordings, including but not limited to, investigative techniques and/or information/scenes depicting operations which County believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights.
- (iv) The Series shall not derogatorily or falsely depict the County and/or the LASD and/or their respective employees, officers and agents.
- (v) Not less than fifteen (15) business days prior to initial broadcast of any Episode and/or any subsequent broadcast of any Episode, if such Episode has been revised and/or re-edited of the Series, Producer will submit four (4) copies of the videotape of the applicable Episode to County and will post subject to County's approval a media file of the Series on its web-site and will notify County in advance of such posting for County's inspection, review and final approval of the applicable episode of Series. At the County's and/or the Board of Supervisor's request to be made within five (5) business days following receipt of the tapes and/or posting of the media file, Producer and the Broadcaster shall eliminate, edit and/or revise any information, footage and/or recording contained within such Episode(s): (i) which are determined by the County and/or the Board of Supervisors to contain sensitive, privileged and/or

confidential information, including but not limited to, investigative techniques and/or operations and/or (ii) which the County and/or the Board of Supervisors believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and/or County employees' rights. Producer's failure to comply with the terms of this subparagraph shall be deemed a material breach of this Agreement. All footage/film stock and/or recordings obtained by Producer pursuant to this Agreement that are not approved by the County and/or the Board of Supervisors pursuant to this paragraph shall be delivered to County in digital format within seven (7) days of the County's final determination requiring Producer and/or the Broadcaster to eliminate such footage and/or recordings from the Series pursuant to this paragraph. Additionally, all unused footage and/or recordings which are obtained by Producer pursuant to this Agreement shall be delivered to County in digital format within seven (7) days of final editing of the applicable season of the Series. Producer may not re-edit Episodes without complying with the County's Board of Supervisor's approval rights set forth in this paragraph. County shall have the non-exclusive right to use and/or produce such footage upon subpoena in connection with civil or criminal proceedings. Notwithstanding anything contained in this Agreement to the contrary, in the event Producer receives a subpoena and/or a court order demanding production of footage and/or other materials obtained by Producer pursuant to this Agreement and/or notice directing Producer to preserve evidence related to a specific incident, Producer shall comply with such subpoenas and/or court orders and/or notices.

- (vi) For security purposes, at least five (5) days prior to principal photography of any Episode of the Series, Producer shall submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of the Series not less than fourteen (14) days prior to commencement of filming of the Series. County and/or LASD shall have the sole and absolute discretion to prohibit any employee/agent of Producer from filming and/or participating in the production of the Series, provided that notification of such prohibition is given to Producer within three (3) business days after delivery by Producer of the names and information referred to above. Producer shall limit the number of persons involved in filming any program to an amount determined to be appropriate by LASD on the particular incident.
- (vii) LASD will appoint an employee to advise/consult with Producer regarding the use of the Property (not technical advice) in the Series to ensure compliance with the terms of this Agreement, including but not limited to, compliance with the LASD's usage guidelines for the Property.
- (viii) The County through the District Attorney's Office and/or other governmental agencies may subpoena and/or request copies of the Series for use in legal or administrative proceedings. Producer agrees to comply with all such subpoenas and/or requests.

- (ix) Producer understands that the activities which they are filming are part of a law enforcement investigation and may be prosecuted by the County District Attorney. In order to preserve the integrity of the investigations and prosecutions, Producer agrees to not air or distribute any of the film until the criminal case has been completed or unless otherwise agreed to by the District Attorney.
- Producer shall cause all of its employees, independent contractors and/or representatives to sign written agreements prohibiting such persons from using, disclosing, publishing and/or disseminating any all information, footage and/or recordings obtained by Producer pursuant to this Agreement and/or disclosing the terms of this Agreement by any means in any manner, for profit or otherwise, to any person or entity, including without limitation, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, internet and any other enterprise involved in the print or electronic media, whether now known or later created, including individuals working directly or indirectly for or on behalf of any of said entities without the express prior written consent of County in each and every case. If Producer becomes legally compelled by court order to disclose any information, footage and/or recordings obtained by Producer pursuant to this Agreement, Producer will give County prompt prior written notice, and take appropriate action to avoid disclosure, and seek a protective order or other appropriate remedy in court. Notwithstanding the above sentence, Producer hereby acknowledges that California Evidence Code, Section 1070 (Refusal to Disclose New Source) and any corresponding federal or other jurisdictional privilege for journalistic sources shall not apply to the subject of this Agreement. In the event that a protective order or other remedy is not obtained, Producer will furnish only that information that is legally compelled and necessary to disclose to a party requiring disclosure on written advice of the County's attorneys. Notwithstanding anything contained in this paragraph, Producer shall make any footage and/or recordings available to the Los Angeles County District Attorney upon written request.

# 5. NO COST TO COUNTY

Producer agrees that the Series shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County, other than the County employee designated to provide approvals on behalf of the County as set forth in Paragraph 4, above. Any technical/factual advice provided to Producer by any employee/ member of the County must be done on personal time; not on County time; provided however it is anticipated the Series will include real time activities of the LASD and the County authorizes its personnel to participate as required by Producer. County makes no representations and/or warranties with respect to the technical

advice provided by any employees and/or representatives of County and assumes no liability for the use of such advice by Producer. If any County facility and/or other property and/or other resources (other than those specified in this Agreement) are used for filming the Series, the County should be appropriately and promptly compensated as reasonably agreed by the parties.

# 6. OWNERSHIP OF PROPERTY

- (a) Producer agrees that it does not have the right to use the Rights on or in connection with any products or goods of any kind, whether or not such products or goods are depicted in and/or related to the Series and/or in advertising and marketing related to the Series except as incorporated in the Series as part of its exhibition and its promotion and advertising of the Series.
- (b) Producer acknowledges that nothing in this Agreement shall give any member, companies, persons, groups, organizations, businesses, other corporations, entities, or individuals of Producer the right to use the Rights, except that Broadcaster has the right to use the Rights in the production and exhibition of the Series and its promotion and advertising.
- (c) Producer agrees that it does not have the right to apply for trademark and/or copyright registrations of the Property and that existing applications or registrations for the Property, if any, shall be assigned to County at Producer's expense.
- (d) Producer will include appropriate trademark and copyright notices on the Series, as directed by County.

# 7. <u>REPRESENTATIONS AND WARRANTIES</u>

- (a) Producer represents and warrants that it shall use its reasonable endeavors that the Series will be a high quality reality television program which promotes the LASD's Core Values.
- (b) Producer represents and warrants that the Rights will be not be used to endorse either directly or indirectly any product or service of Producer and/or any third party and that the Property and Access Rights will be used consistent with the terms of this Agreement and subject to County's approval.
- (c) Producer represents and warrants that it will do nothing inconsistent with County's ownership of the Property or in denigration or tarnishment of the Property nor of County, and agrees that all use of the Property by Producer shall inure to the benefit of County.

# 8. LASD OFFICIAL BADGE

Producer is and/or is deemed to be aware of the laws and penalties regarding use of the LASD's badge and agrees not to use the LASD's official badge in the Series except as approved by the County. Specifically, Producer has been made aware of California Penal Code Sections 538d and 538e and County of Los Angeles Code Sections 5.64.310 & 5.64.350 regarding inappropriate use of authorized badges. A copy of these codes are attached to this Agreement as Exhibit D and incorporated into this Agreement by this reference. Producer agrees to use its best efforts to protect the misuse of any badge which resembles the LASD's official badge by Producer and/or any of its employees and/or contractors, including but not limited to, the display of a badge which resembles the LASD's official badge in a manner which would tend to indicate an official sponsorship by or association with the LASD and/or reasonably confuse the public as to the relationship between the LASD and the user of the badge. Producer will take necessary precautions to insure the proper and appropriate use of the badge resembling the LASD's badge; it will do nothing inconsistent with the ownership or in denigration or tarnishment of LASD's Property, name or reputation.

# 9. INFRINGEMENT AND ACTIONS BY THIRD PARTIES

- (a) Producer agrees to notify County of any unauthorized use of the Property by third parties following Producer's notice of such use. County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement or unfair competition proceedings involving the Property, and the Producer agrees to cooperate fully with County and to use its best efforts to stop the use of the Property by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.
- (b) Producer shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark and/or copyright of the Property, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. In the event of the breach of the foregoing provision, Producer shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all Rights to the registrations or applications involved.

# 10. <u>REVERSION</u>

(a) If Producer exercises the Option and has not produced a pilot/presentation and/or first Episode of Season One for the Series, the Series within three (3) months from the date the Option was exercised, all Rights in and to the Property shall revert to County at such time and this Agreement shall terminate.

- (b) If Producer produces a pilot, presentation and/or first episode of Season One of the Series and does not resume full production of Season One of the Series within six (6) months following commencement of principal photography of the pilot, presentation and/or first episode, then all rights shall revert to County at such time and this Agreement shall terminate.
- (c) Notwithstanding any reversion or termination of the Rights pursuant to Paragraphs 10 and or 11, Producer shall retain the right to exploit the then-existing/produced programming based on the Rights on pay, free or cable television and internet worldwide including promotion and publicity, in perpetuity.

# 11. TERMINATION

- (a) Notwithstanding any other provision of this Agreement, and in addition to other rights and remedies of County, this Agreement shall automatically terminate and all Rights granted hereunder shall revert to County, if at any time Producer ceases doing business, becomes insolvent, files a petition in bankruptcy or insolvency, or makes any assignment, transfer, encumbrance, or conveyance of the Property for the benefit of creditors. In the event this Agreement is terminated Producer shall retain the right to exploit the then existing programming based on the Property in perpetuity.
- (b) If the Agreement is terminated by either party, for any reason, Producer shall immediately cease, upon the 10<sup>th</sup> day after receipt via mail, fax (confirmed by mail) or personal delivery of written notice, any and all use of the Property and confusingly similar marks and refrain from making any further reference to the Property, direct or indirect. The parties expressly acknowledge that should Producer and County end their affiliation or association for whatever reason, County in its sole, exclusive, unrestricted, and unfettered discretion may terminate the license and shall retain any and all rights in the Property.

# 12. <u>INTERPRETATION OF AGREEMENT</u>

This Agreement will be interpreted according to the laws of the State of California regardless of its or any other jurisdiction's laws concerning choice of law principles.

# 13. INDEMNIFICATION

Producer will defend, indemnify, and hold harmless County and all of the County's respective officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies (collectively "Indemnitees") against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees, expert fees and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever,

including but not limited to intellectual property infringement (including but not limited to right of publicity), bodily injury, death, personal injury, invasion of privacy, trespass, property damage, defamation or any other personal injury and/or guild/labor union claims arising from or in connection with Producer's development, production, exploitation and exhibition of the Series and/or Producer's and/or its employees breach of this Agreement and/or Producer's breach of any representations or warranties set forth in this Agreement and the County's performance of this Agreement. Notwithstanding anything contained herein, the respective legal counsel for the Indemnitees will have the exclusive right to choose the counsel to represent the respective Indemnitees and their officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, and affiliated entities in connections with such Claims.

# 14. INSURANCE

Producer agrees to maintain at all times during the term of this Agreement general liability and errors and omissions insurance coverage, and said general liability and errors and omissions insurance policies shall specifically name County as an additional named insured. The general liability and errors and omissions insurance policies shall be in the amount of at least \$2 million per occurrence and \$5 million in the aggregate. Producer must provide certificate of proof of said insurance in writing fifteen (15) business days prior to any airing of the first episode of the Series. Any failure of Producer to maintain the general liability and errors and omissions insurance policies referred to in this Agreement shall constitute a material breach of this Agreement and County may immediately terminate or suspend this Agreement, with or without notice, upon any lapse or failure to maintain insurance.

# 15. FORCE MAJEURE

The option period and all periods specified in Paragraph 10 above shall be extended upon written notice by Producer by a period of time equal to any event of force majeure which shall interrupt, delay or otherwise materially interfere with the development, pre-production and production of the Series (including, without limitations, any strikes, walkouts, lockouts, or other labor unrest in the entertainment industry) provided such extension for force majeure shall not exceed six (6) months.

### 16. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County except to a network licensing the Series.

### 17. NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice, approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/fax (provided the sending party must maintain a record of confirmation that the notice was received), or, if mailed, on the fifth business day next following the mailing thereof. Any such notice shall be sent to the parties at the following addresses:

# To County:

Los Angeles County Sheriff's Department Headquarters Bureau 4700 Ramona Boulevard Monterey Park, California 91754 Attention Captain of Sheriff's Headquarters Bureau Facsimile: (323) 267-6625

# Courtesy copy:

Skrzyniarz & Mallean 9601 Wilshire Boulevard, Suite 650 Beverly Hills, CA 90210 Attention: Tanya Mallean Facsimile: (310) 786-8878 To Producer:

Waddell Media Limited
Strand Studios
5-7 Shore Road
Holywood,
Co. Down/BT 18 9HX

Attention: David Cumming

**Executive Producer** 

Northern Ireland, UK

Courtesy copy:	

# 19. CORE VALUE STATEMENTS

Producer shall list the Core Values on screen in the end titles, on a separate subject to Broadcaster's approval not to be unreasonably withheld, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on the pilot/presentation of the Series.

### 20. TITLES

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

# 21. COMPLIANCE WITH LABOR UNIONS AND GUILDS

In the event any person(s) employed by Producer pursuant to this Agreement is a member(s) of any union(s) and/or entertainment guild(s) in a guild capacity (e.g., Directors Guild of America, Writers Guild of America, IATSE, etc.), Producer shall comply with the provisions of the applicable bargaining agreement(s) for purposes of producing the Series.

# 22. NO RELATIONSHIP

This Agreement does not constitute a partnership or joint venture between County and Producer. The relationship between the parties under this Agreement is

that of independent contractors. Producer shall have no right to obligate or bind County in any manner whatsoever.

#### 23. **MISCELLANEOUS**

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

as of the day and year above written.
COUNTY OF LOS ANGELES
Date: FEB 10 2009 Wan Krabe
Chairman, Board of Supervisors
WADDELL MEDIA LIMITED DIRECT
Date: / WIL Nov. 2008 DAVID CUMMING Name: EXECUTIVE PRODUCER
Title:
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Date:
Leroy D. Baca, Sheriff
SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors  ROARD OF SUPERVISORS
COUNTY OF LOS ANGELES
By: = 10 2009
Deputy Deputy T24 - FEB 10 2009
beparty
APPROVED AS TO FORM:
TUFORNIA HAMAI
RAYMOND G. FORTNER, JR. EXECUTIVE OFFICER
County Counsely , A I hereby certify that pursuant to
Section 25103 of the Government Code, delivery of this document has been made.
by.
Deputy Counsel SACHI A. HAMAI Executive Officer
Clerk of the Board of Supervisors
A substitutions

# **EXHIBIT A**

# Los Angeles County Sheriff's Department Property/ Intellectual Property/Trademarks

### TRADEMARKS:

Descr 1.	ription <u>Serial</u> Sheriff's Star	.# 70209125	<u>Registration #</u> 2627597
2.	1850 Sheriff's Star	76209104	2607071
3. Sheri:	. Los Angeles County76529363 heriff's Department		3164345
4.	LASD patch logo	76530615	2905830
5.	LASD Badge design	76529551	registration pending
6.	A Tradition of Service	76530617	2896823

### **COPYRIGHTS:**

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Descr	117	tion .
DCCCI	$\mathbf{I}$	CLOIL

Registration #

1. Los Angeles County Department flag Vau-546-918

### OTHER PROPERTY:

- 1. Car Bumper Sticker "How are we doing...Call 1(800) 688-8255."
- 2. Car Bumper Sticker "Now Hiring Be a Star Los Angeles County Sheriff's Department 1(800) A DEPUTY."
- 3. Los Angeles County Sheriff's Department insignias.
- 4. Los Angeles County Sheriff's Department official uniforms.

# **EXHIBIT B**

Los Angeles County Sheriff's Department

# Core Values

As a leader in the Los Angeles County Sheriff's Department,
I commit myself to honorably perform my duties with
respect for the dignity of all people,
integrity to do right and fight wrongs,
wisdom to apply common sense and fairness in all I do and
courage to stand against racism, sexism, anti-Semitism,
homophobia and bigotry in all its forms.

# **EXHIBIT C**

### SHERIFF'S STAR

Always use the Sheriff's Star and the 1850 Sheriff's Star (collectively "Star") in an approved form. The Star should always be presented in the recommended style as shown in EXHIBIT "E." Changes or alterations in the Star are not allowed. Any variation must be cleared through the Los Angeles County Sheriff's Department, Headquarters Bureau.

In general, the trademark symbol, "tm", must be used with every occurrence of the logo. Also, the "tm" symbol should be used in the lower right hand corner of the Star. When the Star is used, it should be included in a footnote, if possible, that LASD is the owner of the trademark and the use of the subject mark may only be granted by license.

# **Placement Requirements**

A minimum amount of empty space must be left between the Star and any other object such as type, photography, borders, edges, etc. The required area must be  $\frac{1}{2}x$  where "x" equals the height of the symbol when it is used by itself.

You may not combine the Star with any other feature including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features or symbols.

# **Color Treatment**

The preferred color treatment for the Star is the four-colored application. This treatment used the color gold for the 6 tips of the star, the color blue for the circle incorporating the wording SHERIFF LOS ANGELES COUNTY, the color beige for the interior of the circle, and the color gray-blue for the depiction of the bear. If examples of the preferred color treatment are desired, please contact LASD, Headquarters Bureau.

# **One-Color Applications**

The Star may also appear in one-color applications. All black is the preferred color. However, any color that provides sufficient contrast with the background is acceptable.

The usage guidelines continue on the attached pages 5 and 6 of the LASD's "Organizational Identity Manual, 2002", to the extent they apply to the Series.

### **EXHIBIT D**

### COUNTY OF LOS ANGELES CODE SECTIONS

5.64.310 Manufacture of official badges.

A. No person shall manufacture, make, sell, design or transfer any official departmental badge, deputy sheriff badge or any other official badge of the Flood Control District, Fire Protection District or Air Pollution Control District without the written authorization of the purchasing agent. Such person may manufacture and deliver only the number of badges authorized by the Purchasing Agent.

B. The dies of the uniform departmental badge and all other official badges shall remain at all times in the possession of and under the control of the purchasing agent. The purchasing agent shall from time to time let contracts for the stamping and inscribing of the official badges. Nothing in this section shall be construed as affecting the manner in which contracts for the purchase of badges for the county shall be let as provided elsewhere in the County Charter or in county ordinances. (Ord. 7753 § 43, 1960.)

5.64.350 Violation - Penalty.

Any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than \$25.00 and not more than \$100.00, or by imprisonment in the County Jail for not more than 60 days, or by both such fine and imprisonment. (Ord. 7753 § 49, 1960.)

538d. (a) Any person other than one who by law is given the authority of a peace officer, who willfully wears, exhibits, or uses the authorized uniform, insignia, emblem, device, label, certificate, card, or writing, of a peace officer, with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor. (b) (1) Any person, other than the one who by law is given the authority of a peace officer. who willfully wears, exhibits, or uses the badge of a peace officer with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars (\$2,000), or by both that imprisonment and fine. (2) Any person who willfully wears or uses any badge that falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge of a peace officer as would deceive any ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, for the purpose of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars (\$2,000), or by both that imprisonment and fine. (c) Any person who willfully wears, exhibits, or uses, or who willfully makes, sells, loans, gives, or transfers to another, any badge, insignia, emblem, device, or any label, certificate, card, or writing, which falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge, insignia, emblem, device, label, certificate, card, or writing of a peace officer as would deceive an ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, is guilty of a misdemeanor, except that any person who makes or sells any badge under the circumstances described in this subdivision is subject to a fine not to exceed fifteen thousand dollars (\$15,000).

538e. Any person, other than an officer or member of a fire department, who willfully wears, exhibits, or uses the authorized badge, insigne, emblem, device, label, certificate, card, or writing of an officer or member of a fire department or a deputy state fire marshal, with the intent of fraudulently personating an officer or member of a fire department or the Office of the State Fire Marshal, or of fraudulently inducing the belief that he is an officer or member of a fire department or the Office of the State Fire Marshal, is guilty of a misdemeanor. Any person who willfully wears, exhibits, or uses any badge, insigne, emblem, device, or any label, certificate, card, or writing, which falsely purports to be for the use of an officer or member of a fire department or deputy state fire marshal, or which so resembles the authorized badge, insigne, emblem, device, label, certificate, card. or writing of an officer or member of a fire department as would deceive an ordinary reasonable person into believing that it is authorized for use by an officer or member of a fire department or a deputy state fire marshal, is guilty of a misdemeanor. Any person who, for the purpose of selling, leasing or otherwise disposing of merchandise, supplies or equipment used in fire prevention or suppression, falsely represents, in any manner whatsoever, to any other person that he is a fire marshal, fire inspector or member of a fire department, or that he has the approval, endorsement or authorization of any fire marshal, fire inspector or fire department, or member thereof, is guilty of a misdemeanor.

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# EXHIBIT E

-22-

# Tech Force LASD

# A 13 part series with the LASD for TRU TV

### **Synopsis**

Post 9/11 the LASD is at the forefront of implementing futuristic technology to help secure America. In an action packed  $13 \times 30'$  series for TRU TV we go behind the scenes with the **Los Angeles Sheriff's Department**, and a host of cutting edge designers, to unveil the very latest in: hi-tech equipment, sophisticated air and ground vehicles, smart weapons, body armour and micro gadgets saving lives today and witness them in daily action with the police on the beat.

With exclusive access to LASD's Technology Exploration Project and Emergency Operations Bureau we'll discover how this police force works with innovative designers, engineers and hi-tech companies to solve problems at the heart of the LASD. We address the situations their teams face on the streets and show how they've reaped results by developing and producing a range of new equipment. Today non-lethal weapons are a hot priority to help prevent crime and terrorism.

This series features a mix of **technology**, **constructed documentary but most importantly real life actuality** as we show how this dedicated unit is getting bigger, better and faster at coping with uncompromising situations.

- (1) We reveal each piece of new sci-fi technology police and designers deconstruct the development in layman's terms making this easy to understand for the viewer. They show how they've worked with manufacturers to improve on past inventions and created new ones from scratch.
- (2) Next we join the LASD on internal exercises training with their equipment, as practice makes perfect.
- (3) THEN it's out on the streets as they face a host of unforeseen daily challenges. It's this real life actuality and immersion that gives the show a real sense of purpose. As they get to grips with their James Bond gadgets we'll experience the jeopardy of life combating crime in the real world.

We'll discover just how far futuristic technology is pushing new boundaries by featuring equipment like:

**Shot Spotter** – a new high tech system that detects gunshot sounds throughout the city and can pinpoint the shooter within with a blink of an eye.

**The LRAD** – a non-lethal acoustic weapon that delivers directional sound waves so piercing they disable criminals in their tracks.

**The Dragon's Egg** – a throwable, wireless hand grenade style camera system used for instant surveillance with 4 cameras providing 360 vision in all forms of tricky scenarios.

### **Series**

In each half hour-long episode we'll cover two unique stories that illustrate a new piece of technology put to the test/use in each force. Key to the series is seeing technology in the field today to highlight the problems/realities our forces face 'protecting America'. Each show will feature three different locations across the US.

### Access

Waddell Media negotiated and paid for access to the LASD department last year. That access was never utilised and is being renegotiated for a TRU TV series.

Our contact is **Brian Muller, Sergeant** at the **Technology Exploration Project & Emergency Operations Bureau, Los Angeles County Sheriff's Department.** 

### Example of hi-tech equipment for LASD department

We hit the streets of Los Angeles with the Sheriff's Department to see the very latest technology that is being used to wage the war against terrorists, organised crime and gangs.

### **Shot Spotter**



This technology detects a gunshot noise and instantly determines the precise location of the shooter. It is currently installed at Century Station and will plot a gunshot within 20 feet in the blink of an eye. It then plots the location on a digital map on a computer with a street plan

superimposed over an aerial/satellite photograph. This allows the dispatcher to see precisely where the gunshot occurred, even down to telling the responding deputies that it occurred near a tree near the Corner of the garage at 123 Main St.

We will be on the streets of LA with the Sheriff's officers as they respond to a real life-shooting incident.

# **Dragon's Egg - Chang Industries**



The Dragon Egg System is the original, throwable, wireless camera. Self-righting, rugged, and compact, the Dragon Egg can be thrown through windows, over walls or lowered from rooftops to provide instant surveillance. Using four separate cameras, each Dragon

Egg provides 360° of simultaneous video coverage with no need to pan or tilt, which ensures continuous surveillance. The transmitted video can be viewed on multiple receivers. This can be used for hostage situations or SWAT operations – getting eyes inside the target building without risking lives.

### Camero STTW Radar - Camero



3D STTW Radar-This is a stand-off, "see-through-the-wall" radar that was developed in Israel and uses a 3-dimensional interface to "see" what is going on the other side of a wall in real-time. Besides a "straight through"

shot, the interface includes a "top down" and a "right to left" image that provides an ability to place suspects and hostages more precisely.

# **Tactical Assault Camera – Action Sports**



They are small, wearable and provide immediate video feedback from a variety of perspectives and irrefutable evidence of what actually happened during dynamic training situations. They are currently being used by military special operations for the same purpose and are expected to find a niche in similar functions in law enforcement and will not only enhance understanding, but also make training complex team skills more efficient.

# Sky-Seer - Chang Industries



Unmanned Aerial Vehicles-Easily one of the most controversial projects so far for the LASD, these are "micro-radio controlled aircraft" equipped with onboard computers and cameras that are hand-launched and then fly semi-autonomously to a location and downlinks video back to a field

command post, as well as any hand-held units. These planes are extremely portable, weight less than five pounds, and use batteries instead of conventional fuel, have a pan-tilt camera, on board computer and a parachute recovery system. They can be assembled and launched in about ten minutes from the trunk of a radio car.

### **SWAT Team - LASD**



We'll join the SWAT team as they use the latest weapons and explosive entry devices blowing the door off a building and then storming it. We'll see how they employ the Corner Shot and their latest armored vehicle The Bearcat. It can withstand anything that can be fired at them by gangs and terrorists – it can even survive a nuclear or

biological attack.

### **Recon Robot - Recon Robotics**



Throw it through a window, over a wall, or down the stairs and it lands ready-to-go. You can even drop it from an unmanned aerial reconnaissance vehicle. Once deployed, you can control its movement at a distance using a hand-held operator control unit. It is designed to explore hostile or dangerous

environments by providing real-time mission-critical reconnaissance video.

### Magnetic Acoustic Device - HPV technologies



Magnetic Acoustics Device - is capable of sending sound at incredible distances in the form of a beam. It means a police pilot can talk to the driver of a car and no one else hears the communication. It can be used I hostage negotiations - you can communicate with the

bad guys and no one else will know what is going on. It can also be used for detecting noise from precise locations for use in mountain rescues. Although this system is in the final testing we will stage a real life scenario.

### Layered Voice Analysis - Voice Analysis technologies

This technology is basically a passive lie detector. It does not need the cooperation, or even the knowledge of the interviewee. There are no wires, cuffs or other gadgets to hook up and it works simply by voice. It can even work off audio and videotapes. Furthermore, it works in near real time so that an interrogator can challenge deceptions when they occur without detailed and lengthy analysis and it is so accurate that it will detect deception in a compound sentence in which part of it is true and part of it isn't. It has already been used to catch a murder suspect. We will stage a reconstruction with a former gang member who will try and beat the system – but fail.

### Cyber - Command Post - Argon

Cyber-Command Post is one the earliest projects that have been prepared for counter-terrorism and is intended to be the "set piece" for information awareness. The first iteration is in field trials at LASD Special Enforcement Bureau and employs Pan-Tilt-Zoom cameras that can be remotely-controlled to move information (situational awareness) from a crime scene to a field command post where it is then uploaded to the Internet, to other command posts and the Emergency Operations Center for a common operational picture, as well as incorporating distant subject matter to experts that may be in another continent.